

ALLEGED SHIPMENT: On or about December 23, 1940, and June 18, 1941, from Argentina and Russia.

PRODUCT: 67 bags and 6 barrels of *dandelion root* at Brooklyn, N. Y.

NATURE OF CHARGE: Adulteration, Section 501 (b), the article purported to be a drug the name of which is recognized in the National Formulary, an official compendium, but its quality and purity fell below the official standard, which provides that vegetable drugs are to be as free as practicable from molds, insects, or other animal life, and animal excreta, and shall show no evidence of deterioration. The article was badly worm-bored and contained live and dead insects, and insect excreta, and a portion was contaminated with mold.

DISPOSITION: June 27, 1945. The Kachurin Drug Co., New York, N. Y., claimant, having admitted the allegations of the libels, and the cases having been consolidated, judgment of condemnation was entered and the product was ordered released under bond, conditioned that it be fumigated and cleaned and the unfit portion destroyed, under the supervision of the Food and Drug Administration.

1622. Adulteration of lubricating jelly. U. S. v. 11 Dozen Tubes and 9½ Dozen Tubes of Lubricating Jelly. Default decrees of condemnation and destruction. (F. D. C. Nos. 15674, 15743. Sample Nos. 9325-H, 11444-H.)

LIBELS FILED: On or about March 24, 1945, Northern District of New York and District of Connecticut.

ALLEGED SHIPMENT: On or about February 6 and 7, 1945, by the McNeil Laboratories, Philadelphia, Pa.

PRODUCT: 11 dozen tubes of *lubricating jelly* at Ithaca, N. Y., and 9½ dozen tubes of the same product at Norwich, Conn. Examination showed that the article was not sterile but was contaminated with living micro-organisms.

LABEL, IN PART: "Tube Lubricant A Sterile * * * Jelly."

NATURE OF CHARGE: Adulteration, Section 501 (c), the purity and quality of the article fell below that which it purported and was represented to possess.

DISPOSITION: May 7 and 28, 1945. No claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

1623. Adulteration and misbranding of absorbent cotton. U. S. v. 94 Cartons of Absorbent Cotton. Default decree providing for destruction of the product or its delivery to a charitable institution. (F. D. C. No. 15460. Sample No. 13930-H.)

LIBEL FILED: March 5, 1945, District of Minnesota.

ALLEGED SHIPMENT: On or about January 12, 1945, by the American White Cross Laboratories, Inc., Cape Girardeau, Mo.

PRODUCT: 94 1-pound cartons of *absorbent cotton* at Minneapolis, Minn. Examination showed that the product was not sterile but was contaminated with living micro-organisms.

LABEL, IN PART: "U. S. P. Physicians and Surgeons Absorbent Cotton."

NATURE OF CHARGE: Adulteration, Section 501 (b), the article purported to be and was represented as a drug the name of which is recognized in the United States Pharmacopoeia, an official compendium, but its quality and purity fell below the official standard in that it was not sterile.

Misbranding, Section 502 (a), the statements on the cartons, "U. S. P. Physicians and Surgeons Absorbent Cotton Sterilized after Packaging * * * Surgical Quality Hospital Quality * * * Manufactured and packed under * * * sanitary conditions. Sterilized after packaging," were false and misleading as applied to the article, which was not sterile.

DISPOSITION: May 15, 1945. No claimant having appeared, judgment was entered ordering that the product be destroyed or delivered to a charitable institution.

1624. Adulteration and misbranding of adhesive compresses and adhesive bandages. U. S. v. 30 Cases of Adhesive Compresses (and 2 seizure actions against adhesive bandages). Default decrees of condemnation and destruction. (F. D. C. Nos. 14649, 14801, 15060. Sample Nos. 54670-F, 79769-F, 79770-F, 88677-F.)

LIBELS FILED: December 15, 1944, and January 4 and 17, 1945, Northern District of West Virginia, Northern District of Illinois, and District of Maine.

ALLEGED SHIPMENT: On or about August 18 and 25 and December 1, 1944, by the A. E. Halperin Co., Inc., from Boston, Mass.

PRODUCT: 30 cases of *adhesive compresses* at Lost Creek, W. Va., 138 boxes of *adhesive bandages* at Elwood, Ill., and 14 gross folders of *adhesive bandages* at Portland, Maine.

LABEL, IN PART: "Halco Handy Adhesive Bandage," "Adhesive Compress Unit No. 3," or "Uniplast Instant Bandage * * * Uniplast Surgical Dressing Co., Boston, Mass."

NATURE OF CHARGE: Adulteration, Section 501 (b), the articles purported to be "Adhesive Absorbent Gauze" and "Adhesive Absorbent Compress," respectively, drugs the names of which are recognized in the United States Pharmacopoeia, and their quality and purity fell below the official standard since they were not sterile, as required by the Pharmacopoeia.

Uniplast Instant Bandage, misbranding, Section 502 (a), the statements on the folder label, "for cuts, abrasions minor wounds * * * apply gauze to wound," were misleading since they represented and suggested that the article was suitable for the uses recommended, whereas it was not suitable for those uses since it was not sterile. Further misbranding, Section 502 (c), the label of the article failed to bear on the retail folder a statement of the quantity of the contents in terms of numerical count.

Shipment labeled "Adhesive Compress Unit No. 3," misbranding, Section 502 (g), the article was not labeled as prescribed in the United States Pharmacopoeia since some packages had been treated with a bacteriostatic agent and the label failed to bear the name of that agent.

DISPOSITION: January 5, February 2, and March 10, 1945. No claimant having appeared, judgments of condemnation were entered and the products were ordered destroyed.

1625. Adulteration of Gauztex. U. S. v. 16 Dozen Packages of Gauztex (and 3 other seizure actions against Gauztex). Default decrees of condemnation and destruction. (F. D. C. Nos. 15812, 15901, 15993, 15994. Sample Nos. 6659-H, 13442-H, 13843-H, 23731-H.)

LIBELS FILED: Between April 11 and May 5, 1945, District of Connecticut, Southern District of Texas, and Northern District of Ohio.

ALLEGED SHIPMENT: Between February 16 and April 2, 1945, by General Bandages, Inc., from Chicago, Ill.

PRODUCT: *Gauztex*, 16 dozen packages at New Haven, Conn., 4 cartons at Houston, Tex., 6 packages at Toledo, Ohio, and 18 dozen packages at Cleveland, Ohio.

LABEL, IN PART: "Gauztex * * * Medicated with Mercuric Chloride Antiseptic."

NATURE OF CHARGE: Adulteration, Section 501 (c), the purity and quality of the article fell below that which it purported to possess since it was a bandage and was not sterile.

DISPOSITION: Between May 26 and June 27, 1945. No claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

1626. Adulteration and misbranding of adhesive strips. U. S. v. 10 Gross Cartons of Adhesive Strips. Default decree of condemnation and destruction. (F. D. C. No. 15942. Sample No. 10038-H.)

LIBEL FILED: April 19, 1945, Western District of Pennsylvania.

ALLEGED SHIPMENT: On or about November 24, 1944, by the Hampton Manufacturing Co., from Carlstadt, N. J.

PRODUCT: 10 gross cartons of *adhesive strips* at Pittsburgh, Pa.

LABEL, IN PART: "Blue Cross Sterilized Adhesive Strips Sulfathiazole pad."

NATURE OF CHARGE: Adulteration, Section 501 (b), the article purported to be "Adhesive Absorbent Gauze [or "Adhesive Absorbent Compress"]," a drug the name of which is recognized in the United States Pharmacopoeia, an official compendium, but its purity fell below the official standard since it was not sterile but was contaminated with living micro-organisms.

Misbranding, Section 502 (a), the label statement "Sterilized" was false and misleading.

DISPOSITION: May 24, 1945. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.